



County of Los Angeles **CHIEF ADMINISTRATIVE OFFICE**

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DAVID E. JANSSEN
Chief Administrative Officer

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Fifth District

March 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AGREEMENT FOR REIMBURSEMENT OF PERSONNEL COSTS BY LOS ANGELES COUNTY EMPLOYEES ASSOCIATION, SEIU LOCAL 660 (3- VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chief Administrative Officer to sign the agreement between Los Angeles County and the Los Angeles County Employees Association, SEIU Local 660, for the latter to provide reimbursement of personnel costs for employees designated as working for the latter for specified periods.
2. Instruct departments to carry out the terms of the agreement and to bill Local 660 for costs incurred pursuant to the agreement.
3. Instruct the Auditor-Controller to work with departments to develop any rates necessary for costs incurred pursuant to the agreement.

PURPOSE OF THE RECOMMENDED ACTION

The recommended action will renew the agreement to allow Local 660 to reimburse the County for all costs associated with an employee being provided by the County to develop expertise in public sector labor relations.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports the County's Strategic Plan Goal of fiscal responsibility. This contract extension will allow Local 660 to continue reimbursing the County for all costs involved with this program.

FISCAL IMPACT

There is no fiscal impact.

JUSTIFICATION

An employee working for Local 660 must take a leave of absence from his/her County employment. This agreement will continue to allow the employee to remain active in County service while all costs associated with his/her County employment will be reimbursed by Local 660.

FINANCING

Local 660 agrees to reimburse the County for actual costs of affected employees, including salary, bonuses, cash reimbursement for unused sick leave, and any excess vacation time deemed payable. In addition, Local 660 agrees to reimburse the County for the employees' benefits, including but not limited to, retirement, health, life and dental insurance, and Workers' Compensation benefits.

FACTS AND PROVISIONS

The term of this agreement is from October 1, 2006 through September 30, 2009. This period coincides with the term of the Memoranda of Understanding between the County and Local 660. This is a renewal of a previous agreement.

When requested in writing by Local 660, the County, through the Chief Administrative Office, is to provide no more than the equivalent of 10 full-time employees to Local 660. These employees will serve for one to six month increments to develop expertise in public sector labor relations. No more than two of these employees may be from a single department, unless departmental operational needs allow more.

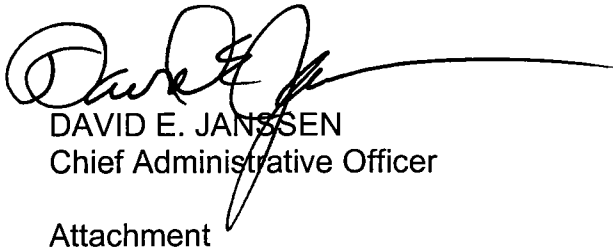
This agreement has been modified to allow Local 660 to reimburse County operating departments for employee release time in hourly increments to cover employee attendance at events such as union-sponsored training.

The Honorable Board of Supervisors
March 6, 2007
Page 3

Each affected department is to invoice Local 660 each month, and Local 660 is to pay the full cost within 30 days.

This agreement has been approved as to form by County Counsel.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a long horizontal flourish extending to the right.

DAVID E. JANSSEN
Chief Administrative Officer

Attachment

DEJ:JA
RA:dmt

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

Agmt personnel costs board letter 3-6-07

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND
LOS ANGELES COUNTY EMPLOYEES ASSOCIATION
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 660
FOR REIMBURSEMENT
OF PERSONNEL COSTS**

This agreement, entered this 27th day of February 2007, by and between the County of Los Angeles, a body corporate and politic, organized and existing under the State of California, hereinafter referred to as "County," and Los Angeles County Employees Association, Service Employees International Union (SEIU) Local 660, a certified employee organization organized and existing under the laws of the State of California, hereinafter referred to as "Local 660."

WHEREAS, the public policy of the County is to promote the improvement of personnel management and relations with its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and services of County government, including the services provided by employees represented by Local 660;

WHEREAS, Local 660 is desirous of organizing the operations of its Union so as to function in the most effective manner possible as a public sector labor organization, and in so doing, assist in the resolution of labor disputes and contract administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital public services to the County.

NOW, THEREFORE, in consideration of the mutual covenants herein:

1. Work Statement

- A. The County of Los Angeles, through its CAO, shall provide one or more County employees to Local 660 when requested in writing by Local 660, for the purpose of developing expertise in public sector labor relations, and thereby assisting the County in the expeditious resolution of labor disputes.

The employees so selected shall be designated by Local 660 and shall serve for one to twelve month increments. In no case shall an individual's leave extend beyond twelve months.

- B. Notwithstanding the provisions of Section 1(A), Local 660 may request release time in writing for employees to participate in training, conferences, and other union activities not on County time. Local 660 agrees to reimburse the County for employee pay and benefits as provided under Section 3 (Payment). Availability of employees shall be subject to the needs of the service. The employees so selected shall be designated by Local 660 and shall serve for increments of four hours to one month. Local 660 shall provide written notice to the County's designated representative a minimum of five (5) business days in advance of designating leave under this agreement. The requirement for notice may be waived by mutual agreement.

2. Scope of Agreement

For employees selected under Section 1(A) of this agreement, The scope of this agreement shall be limited to the services of no more than the equivalent of ten (10) full-time employees at any one time, of whom no more than two may be employees of a single bargaining unit, unless departmental operation needs allow more. Employees must have a minimum of one year's continuous County service. Leaves shall be subject to Civil Service Rules. Except by mutual agreement, no more than one employee shall be on leave from any given department. If a dispute arises as to the number of employees that may be released by any County department under either Sections 1(A) or 1(B) of this agreement, the decision of the Chief Administrative Officer shall be final.

Local 660 shall provide written notice to the County's designated representative a minimum of ten (10) business days in advance of designating leave under this agreement. This provision may be waived by mutual agreement.

3. Payment

- A. Except as provided herein, Local 660 will pay to the County of Los Angeles the actual costs of the County employees as required under the terms of this agreement, including the salary, any bonuses, cash reimbursement for unused sick leave, and any excess accrued

vacation time above 320 hours (deemed payable) of the employees, their staff benefits, including but not limited to employee's retirement, health, life, and dental insurance, and Worker's Compensation benefits at such rates as shall be determined by the County of Los Angeles' Auditor-Controller to be the actual costs thereof in accordance with the policies and procedures established by the Board of Supervisors of Los Angeles County. It is contemplated that such actual costs, determined by the County of Los Angeles' Auditor-Controller, may increase after the date of execution of this agreement by any amendments to the County of Los Angeles Salary or other ordinance, or to MOUs between the parties relating to salaries and employee benefits.

- B. County of Los Angeles shall tender to Local 660 at the end of each calendar month an invoice covering costs pursuant to this agreement during said month, and Local 660 shall pay County the full costs invoiced within 30 days of the date of such statement.
- C. If such payment is not delivered to the County Office which is described on said statement within 60 days after the date of the statement, the County may satisfy such indebtedness from any funds of Local 660 on deposit with the County without giving further notice to Local 660 of County's intention to do so. If such payment is

not made within the 60 days, an interest rate of 1.5% per month on the unpaid balance will be levied, and will be incurred by Local 660.

4. Term of Agreement

The term of the agreement shall be from October 1, 2006 through and including the last day of September 2009.

5. Termination

Either County or Local 660 may terminate this agreement as of the first of the following month upon notice, in writing, to the other party of not less than ten (10) business days prior thereto.

6. Responsibility for Direct Payment of Salaries

Except as specifically provided therein, Local 660 shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any personnel of the County of Los Angeles performing service hereunder or any liability other than that provided for in this agreement.

7. Independent Contract

Both the County and Local 660, in the performance of this agreement, will be acting in an independent capacity and not as agents, employees, volunteers, partners, joint ventures, or associates of one another.

8. Liability and Indemnification

Local 660 shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the County employees provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement, and shall fully indemnify, defend, and hold County of Los Angeles, its agents, officers, and employees harmless from any liability resulting from anything done or omitted to be done by such personnel provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement.

9. Extent of Services Provided and Discipline of Personnel

The standards of performance, the discipline of personnel, and other matters incident to the performance of any employee functions shall remain with the County of Los Angeles with the appointing authority of each employee.

10. Notice of Suit

Local 660 shall give County, or its representatives, immediate notice of any suit or action filed, and prompt notice of any claim made against Local 660 arising out of the performance of this agreement. Local 660 shall furnish immediately to County copies of all pertinent papers received by Local 660.

11. Contract Complete, Variations

This writing embodies the whole of the agreement of the parties hereto and there are no oral agreements not contained therein. No addition or variations of the terms of this agreement shall be valid unless made in writing and signed by both parties.

12. Reassignment Preference

Any County employee assigned to duties with Local 660 under this agreement shall, upon completion of such assignment, return to the unit of assignment that he/she last held, provided a vacancy exists, unless he/she chooses to accept a different assignment

13. County Lobbyist

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.1160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

14. Arbitrability

The terms of this agreement shall not be subject to grievance or arbitration.

15. Safely Surrendered Baby Law

- A. Local 660 shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit A of this agreement and is also available on the Internet at www.babysafela.org for printing purposes.
- B. Local 660 acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Local 660 understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. Local 660 will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Local 660 with the poster to be used.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the day, month and year first above written.

**LOS ANGELES COUNTY EMPLOYEES ASSOCIATION
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 660**

BY Annela Grageda
GENERAL MANAGER

COUNTY OF LOS ANGELES

BY David E. Janssen
DAVID E. JANSSEN
CHIEF ADMINISTRATIVE OFFICER

**APPROVED AS TO FORM:
RAYMOND G. FORTNER
COUNTY COUNSEL**

BY Halvor S. Melom
HALVOR S. MELOM
PRINCIPAL DEPUTY
COUNTY COUNSEL